

Cesión

Considerando que, **Baxter Innovations and Business Solutions Private Limited**, con domicilio registrado en Tower B, 16th Floor, Prestige Shantiniketan, Whitefield Bangalore 560048, Karnataka, India (en adelante llamada “**Cedente**”), es la única propietaria de la Invención(es) del Registro IR51011US00, presentada el 8 de abril de 2022 con número de solicitud 63/329,145 y titulada “SISTEMA DE SEGURIDAD PARA BOMBAS DE INFUSIÓN” (“Solicitud”) bajo referencia número P50520USP2; y

Considerando que **Baxter International Inc.**, corporación del Estado de Delaware con domicilio social en One Baxter Parkway, Deerfield, Illinois 60015 y **Baxter Healthcare SA**, corporación de Suiza, con domicilio social principal en Thurgauerstrasse 130, 8152 Glattpark (Opfikon), Suiza (en adelante llamadas en conjunto “**Cesionario**”), están deseosas de adquirir todo derecho, título e interés en y para la Invención(es) del Registro y la Solicitud, las cuales fueron cedidas al Cedente por virtud de la ESCRITURA DE CESIÓN CONFIRMATORIA bajo Anexo A.;

La Cedente cede al Cesionario todos sus derechos de propiedad intelectual incluyendo los derechos de prioridad y el derecho del solicitante para solicitar y ser nombrado como solicitante y el derecho a tener una patente o patentes u otro derecho de propiedad intelectual en relación con la Invención(es) del Registro y la Solicitud en su propio nombre como titular efectivo desde la fecha de presentación en la solicitud antes mencionada.

Ahora, en consecuencia, en consideración de estas premisas y la buena y valiosa consideración, recibo de la cual se reconoce en la presente, la Cedente por la presente vende, cede, transfiere y da a las Cesionario, sus sucesores, representantes legales y cedentes: el derecho, título e interés entero en y para la Invención del Registro y en y para la Solicitud y cualesquiera otras solicitudes que puedan presentarse a partir de esta incluyendo cualquier divisional, continuación, continuación-en-parte, solicitudes regionales y en fase nacional; cualesquier y todas las patentes que puedan emitirse a partir de esta y cualesquier y todas contrapartes extranjeras, y todos los derechos para reivindicar prioridad de cualquier y todas de las aquí mencionadas (colectivamente llamadas “Solicitudes Cedidas”), y cualesquier y todas causas de acción y todas las acciones y exigencias, tanto en derecho como en equidad, que dicha Cedente tenga o pueda tener por daños o utilidades adquiridas o por adquirir por cuenta de la infracción de dichas Solicitudes Cedidas, las cuales serán tenidas y disfrutadas en la misma manera por dichas Cesionario, sus sucesores, representantes legales y cedentes, tal como completa y enteramente las hubiera tenido y disfrutado la Cedente si la cesión no se hubiera celebrado.

La Cedente por la presente autoriza y solicita a los abogados del registro en la Solicitud que incluyan en esta cesión la fecha y número serial de la Solicitud cuando se conozca oficialmente.

En testigo de lo cual, Cedente y Cesionarias han celebrado esta Cesión para que sea firmada por sus individuos autorizados.

Baxter Innovations and Business Solutions Private Limited,

Por: [Firma]

Nombre: Anil Kumar Madugulla

Cargo: Director Senior

Baxter International INC

Por: [Firma]

Nombre: Joseph P. Reagen

Cargo: Abogado General Adjunto, Legal – IP

Baxter Healthcare SA

Por: [Firma]

Nombre: Joseph P. Reagen

Cargo: Abogado General Adjunto, Legal – IP

Assignment

Whereas, **Baxter Innovations and Business Solutions Private Limited**, with a registered address at Tower B, 16th Floor, Prestige Shantiniketan, Whitefield Bangalore 560048, Karnataka, India, (hereinafter referred to as "**Assignor**"), is the sole owner of Invention Record(s) IR51011US00 having been filed on April 8, 2022 as application number 63/329,145 and titled "INFUSION PUMP SECURITY SYSTEM" ("Application") under reference number P50520USP2; and

Whereas **Baxter International Inc.**, a corporation of the State of Delaware having a place of business at One Baxter Parkway, Deerfield, Illinois 60015 and **Baxter Healthcare SA**, a corporation of Switzerland, having a principal place of business at Thurgauerstrasse 130, 8152 Glattpark (Opfikon), Switzerland (hereinafter jointly referred to as "**Assignees**"), are desirous of acquiring the entire right, title, and interest in and to the Invention Record(s) and Application, which were assigned to Assignor by virtue of the attached CONFIRMATORY DEED OF ASSIGNMENT under Exhibit A;

Assignor assigns to Assignee all of its intellectual property rights including the priority rights and the right for the Assignee to apply and be named as the applicant and to be entitled to have a patent or patents or other intellectual property right in relation to the Invention Record(s) and Application in its own name as owner effective as of the date of filing, in the above listed application.

Now, therefore, in consideration of the above premises and good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, and sets over to Assignees, their successors, legal representatives and assigns: the entire right, title, and interest in and to the Invention Record, and in and to the Application and all other applications that may be filed thereon, including any divisional, continuation, continuation-in-part, regional and national stage applications; any and all patents that may issue therefrom, any and all foreign counterparts, and all rights to claim priority from any and all of the foregoing (collectively referred to as "Assigned Applications"); and any and all causes of action and any and all claims and demands, both at law and in equity, that said Assignor has or may have for damages or profits accrued or to accrue on account of the infringement of the Assigned Applications, the same to be held and enjoyed by said Assignees, their successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

Assignor hereby authorizes and requests the attorneys of record in the Application to insert in this assignment the date and serial number of the Application when officially known.

In Witness Whereof, Assignor and Assignees have caused this Assignment to be signed by their duly authorized individuals.

Baxter Innovations and Business Solutions Private Limited

By: 

Name: Anil Kumar Madugulla

Title: Senior Director

Baxter International Inc.

By: 

Name: Joseph P. Reagen

Title: Deputy General Counsel, Legal - IP

Baxter Healthcare SA

By: 

Name: Joseph P. Reagen

Title: Deputy General Counsel, Legal - IP

Exhibit A

CONFIRMATORY DEED OF ASSIGNMENT

This Confirmatory Deed of Assignment ("Confirmatory Deed of Assignment"), effective as of April 8, 2022 is between:

Baxter Innovations & Business Solutions Private Limited (hereinafter referred to as "**Baxter**"; which expression shall include its successors and permitted assigns), a company incorporated under the provisions of the Companies Act, 2013 and presently having its address at Tower B, 16th Floor, Prestige Shantiniketan, Bangalore, Karnataka 560048 India

And

Prasad Deepak Digaskar, an individual, a citizen of India and currently residing at Mumbai, Kandivali East 400101 (hereinafter referred to as the "**Inventor**"); and

Baxter and the Inventor are hereinafter individually referred to as "**Party**" and collectively as the "**Parties**".

BACKGROUND

The Inventor is an employee of Baxter and has during the course of his employment with Baxter, developed an invention titled "INFUSION PUMP SECURITY SYSTEM", Baxter reference IR51011US00 (hereinafter referred as "Invention(s)"). The Inventor acknowledges that Baxter is the owner of the Invention(s) and all intellectual property rights associated therewith and that all rights in relation to, amongst others, the Invention have been assigned by the Inventor in favour of Baxter as employer of the Inventor. With a view to confirming Baxter's rights in respect of the Invention including its right to apply for the grant of a patent and/or prosecute patent applications in respect of the Invention, the Inventor has agreed to execute this Confirmatory Deed of Assignment in respect of the Invention(s) at Baxter's request.

NOW, THEREFORE, the Parties hereby agree as follows:

1. OWNERSHIP OF THE INVENTION:

In consideration of the sum of INR 100/- and for other good and valuable consideration, the receipt and sufficiency of which the Inventor hereby agrees and acknowledges, the Inventor confirms that the Invention(s) was/were developed by him/her during the course and scope of his/her employment with Baxter and also confirms having assigned to Baxter absolutely, irrevocably, perpetually and for the world all right, title and interest in and to, amongst others, the Invention(s) including without limitation: a) all foreign and domestic patents /patent applications (including all rights under the International Convention for the Protection of Industrial Property and other international treaties and conventions) in respect of the Invention, all rights to file further applications based on any and all of the foregoing, including divisional, continuation, and continuation-in-part applications for patent, the right to prosecute and obtain grant of patent on each and any such patent applications, and all rights to claim priority from any and all of the foregoing; b) the right to apply for and obtain patents or any other equivalent protection in respect of the Invention, anywhere in the world, effective from the date of conception of the Invention(s);

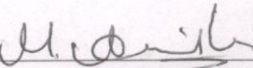
and c) all rights of action, powers, and benefits arising from ownership of the Invention and the intellectual property rights relating thereto, including the right to sue for damages and other legal and equitable remedies in respect of all causes of action. The Inventor hereby assigns to Baxter any residual rights that the Inventor may enjoy in the Invention.

2. **FURTHER ASSURANCES**

The Inventor shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof.

IN WITNESS WHEREOF, the Parties have executed this Confirmatory Deed of Assignment as of the effective date shown above:

**Baxter Innovations & Business
Solutions Private Limited**

By: 
Anil Kumar Madugulla

Title: Senior Director

Prasad Deepak Digaskar

By: 

Title: Inventor

CONFIRMATORY DEED OF ASSIGNMENT

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And

Rajesh Swarnkar, an individual, a citizen of India and currently residing at Bangalore, Karnataka 560067 (hereinafter referred to as the “**Inventor**”); and

Baxter and the Inventor are hereinafter individually referred to as “**Party**” and collectively as the “**Parties**”.

BACKGROUND

The Inventor is an employee of Baxter and has during the course of his employment with Baxter, developed an invention titled “INFUSION PUMP SECURITY SYSTEM”, Baxter reference IR51011US00 (hereinafter referred as “**Invention(s)**”). The Inventor acknowledges that Baxter is the owner of the **Invention(s)** and all intellectual property rights associated therewith and that all rights in relation to, amongst others, the **Invention** have been assigned by the Inventor in favour of Baxter as employer of the Inventor. With a view to confirming Baxter’s rights in respect of the **Invention** including its right to apply for the grant of a patent and/or prosecute patent applications in respect of the **Invention**, the Inventor has agreed to execute this Confirmatory Deed of Assignment in respect of the **Invention(s)** at Baxter’s request.

NOW, THEREFORE, the Parties hereby agree as follows:

1. OWNERSHIP OF THE INVENTION:

In consideration of the sum of INR 100/- and for other good and valuable consideration, the receipt and sufficiency of which the Inventor hereby agrees and acknowledges, the Inventor confirms that the **Invention(s)** was/were developed by him/her during the course and scope of his/her employment with Baxter and also confirms having assigned to Baxter absolutely, irrevocably, perpetually and for the world all right, title and interest in and to, amongst others, the **Invention(s)** including without limitation: a) all foreign and domestic patents /patent applications (including all rights under the International Convention for the Protection of Industrial Property and other international treaties and conventions) in respect of the **Invention**, all rights to file further applications based on any and all of the foregoing, including divisional, continuation, and continuation-in-part applications for patent, the right to prosecute and obtain grant of patent on each and any such patent applications, and all rights to claim priority from any and all of the foregoing; b) the right to apply for and obtain patents or any other equivalent protection in respect of the **Invention**, anywhere in the world, effective from the date of conception of the **Invention(s)**;

and c) all rights of action, powers, and benefits arising from ownership of the Invention and the intellectual property rights relating thereto, including the right to sue for damages and other legal and equitable remedies in respect of all causes of action. The Inventor hereby assigns to Baxter any residual rights that the Inventor may enjoy in the Invention.

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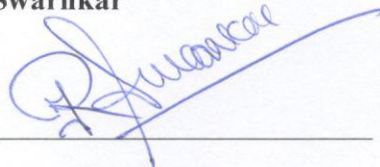
IN WITNESS WHEREOF, the Parties have executed this Confirmatory Deed of Assignment as of the effective date shown above:

**Baxter Innovations & Business
Solutions Private Limited**

By: 
Anil Kumar Madugulla

Title: Senior Director

Rajesh Swarnkar

By: 

Title: Inventor

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And

Saman Rais Alam Khan, an individual, a citizen of India and currently residing at Mumbai, Mumbai Central 400008 (hereinafter referred to as the '**Inventor**'); and

Baxter and the Inventor are hereinafter individually referred to as "**Party**" and collectively as the "**Parties**".

BACKGROUND

The Inventor is an employee of Baxter and has during the course of his employment with Baxter, developed an invention titled "INFUSION PUMP SECURITY SYSTEM", Baxter reference IR51011US00 (hereinafter referred as "Invention(s)"). The Inventor acknowledges that Baxter is the owner of the Invention(s) and all intellectual property rights associated therewith and that all rights in relation to, amongst others, the Invention have been assigned by the Inventor in favour of Baxter as employer of the Inventor. With a view to confirming Baxter's rights in respect of the Invention including its right to apply for the grant of a patent and/or prosecute patent applications in respect of the Invention, the Inventor has agreed to execute this Confirmatory Deed of Assignment in respect of the Invention(s) at Baxter's request.

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By: 
Anil Kumar Madugulla

Title: Senior Director

Saman Rais Alam Khan

By: 
Saman Rais Alam Khan

Title: Inventor

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And

Sanskriti Patil, an individual, a citizen of India and currently residing at Whitefield, Bangalore 560066 (hereinafter referred to as the '**Inventor**'); and

Baxter and the Inventor are hereinafter individually referred to as "**Party**" and collectively as the "**Parties**".

BACKGROUND

The Inventor is an employee of Baxter and has during the course of his employment with Baxter, developed an invention titled "INFUSION PUMP SECURITY SYSTEM", Baxter reference IR51011US00 (hereinafter referred as "Invention(s)"). The Inventor acknowledges that Baxter is the owner of the Invention(s) and all intellectual property rights associated therewith and that all rights in relation to, amongst others, the Invention have been assigned by the Inventor in favour of Baxter as employer of the Inventor. With a view to confirming Baxter's rights in respect of the Invention including its right to apply for the grant of a patent and/or prosecute patent applications in respect of the Invention, the Inventor has agreed to execute this Confirmatory Deed of Assignment in respect of the Invention(s) at Baxter's request.

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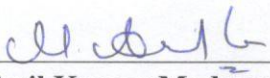
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By: 
Anil Kumar Madugulla

Title: Senior Director

Sanskriti Patil

By: 

Title: Inventor

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And

Soruban Thandapani, , an individual, a citizen of India and currently residing at Bangalore, Whitefield 560066 (hereinafter referred to as the '**Inventor**'); and

Baxter and the Inventor are hereinafter individually referred to as "**Party**" and collectively as the "**Parties**".

BACKGROUND

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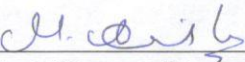
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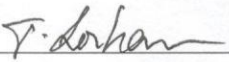
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Solutions Private Limited**

By: 
Anil Kumar Madugulla

Title: Senior Director

Soruban Thandapani

By: 

Title: Inventor

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And

Ankur Gupta, an individual, a citizen of India and currently residing at Bangalore, Horamavu 560043 (hereinafter referred to as the '**Inventor**'); and

Baxter and the Inventor are hereinafter individually referred to as "**Party**" and collectively as the "**Parties**".

BACKGROUND

The Inventor is an employee of Baxter and has during the course of his employment with Baxter, developed an invention titled "INFUSION PUMP SECURITY SYSTEM", Baxter reference IR51011US00 (hereinafter referred as "Invention(s)"). The Inventor acknowledges that Baxter is the owner of the Invention(s) and all intellectual property rights associated therewith and that all rights in relation to, amongst others, the Invention have been assigned by the Inventor in favour of Baxter as employer of the Inventor. With a view to confirming Baxter's rights in respect of the Invention including its right to apply for the grant of a patent and/or prosecute patent applications in respect of the Invention, the Inventor has agreed to execute this Confirmatory Deed of Assignment in respect of the Invention(s) at Baxter's request.

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and c) all rights of action, powers, and benefits arising from ownership of the Invention and the intellectual property rights relating thereto, including the right to sue for damages and other legal and equitable remedies in respect of all causes of action. The Inventor hereby assigns to Baxter any residual rights that the Inventor may enjoy in the Invention.

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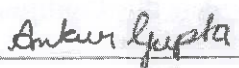
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**Baxter Innovations & Business
Solutions Private Limited**

By: 
Anil Kumar Madugulla

Title: Senior Director

Ankur Gupta

By: 

Title: Inventor